



# BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 5/3/2022

\*= Mandatory, information must be provided

**\*Title:**

FINAL PLAT (P22FP00005) Yvon Heights Lots 1-12, Block '1' and Common Area 'A'

**\*Introduction/Background:**

FINAL PLAT PROCESS TO CREATE LEGALLY SUBDIVIDED PROPERTY.

**\*Discussion:**

N/A

**\*Conclusion:**

N/A

**\*Recommendation:**

STAFF RECOMMENDS APPROVAL.

**\*Fiscal Impact:**

N/A

**\*Board of Supervisor District:**

1    2    3    4    5    All

Department: DEVELOPMENT SERVICES

Telephone: 724-6490

Contact: THOMAS DRZAZGOWSKI

Telephone: 724-9522

Department Director Signature: <u>Joseph Grotz</u>	Date: <u>4/12/2022</u>
Deputy County Administrator Signature: <u>[Signature]</u>	Date: <u>4/12/2022</u>
County Administrator Signature: <u>[Signature]</u>	Date: <u>4/12/2022</u>

**DEDICATION**

WE, THE UNDERSIGNED HEREBY WARRANT THAT WE ARE ALI and THE ONLY PARTIES HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THIS PLAN AND WE CONSENT TO THE SUBMISSION OF SAID LAND IN THE MANNER SHOWN HEREON.

WE, THE UNDERSIGNED DO HEREBY HOLD HARMLESS PIMA COUNTY AND PIMA COUNTY FLOOD CONTROL DISTRICT, THEIR SUCCESSORS, EMPLOYEES, OFFICERS, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES RELATED TO THE USE OF THE PROPERTY DEPICTED ON THIS PLAN NOW AND IN THE FUTURE BY REASON OF FLOODING, FLOOD DAMAGE, OR DAMAGE CAUSED BY OTHER WATERSHED SURFACE FLOOD OR BRANCH.

COMMON AREA 'A' AS SHOWN HEREON IS RESERVED FOR THE PRIVATE USE AND CONVENIENCE OF ALL OWNERS OF PROPERTY WITHIN THIS SUBDIVISION AND ARE GRANTED AS EASEMENTS TO PIMA COUNTY AND ALL UTILITY AND TRANSPORTATION SERVICES.

TITLE TO THE LAND OF ALL COMMON AREA 'A' SHALL BE HELD IN AN ASSOCIATION OF INDIVIDUAL LOT OWNERS AS ESTABLISHED BY COVENANTS. COVENANTS IN THE OFFICE OF THE PIMA COUNTY RECORDER, ESPECIALLY OWNER WITHIN THE SUBDIVISION SHALL BE A MEMBER OF THE ASSOCIATION, WHICH IS RESPONSIBLE FOR THE CONTROL, MAINTENANCE, AND REPAIR OF ALL UTILITIES AND WATER SERVICES AND COMMON AREAS WITHIN THIS SUBDIVISION.

WE, THE UNDERSIGNED HEREBY WARRANT THAT WE ARE ALI and THE ONLY PARTIES HAVING ANY TITLE INTEREST IN THE LAND SHOWN ON THIS PLAN AND WE CONSENT TO THE SUBMISSION OF SAID LAND IN THE MANNER SHOWN HEREON.

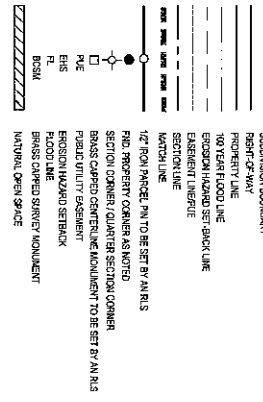
**FINAL PLAN FOR  
YVON HEIGHTS**

A PORTION OF THE NW 1/4 OF BLOCK 1 AND COMMON AREA "A" (PRIVATE STREET)  
LOT 5, G. & S.R.M., PIMA COUNTY, ARIZONA  
P22FP00005

**GENERAL NOTES**

1. THE TOTAL AREA OF THIS PROJECT IS 10.8 ACRES.
2. TOTAL NUMBER OF LOTS IS 22 AS SHOWN ON THIS PLAN.
3. THIS PROJECT IS 100% BUREAU OF LAND MANAGEMENT.
4. ALL LOT TYPES SHALL BE 30' X 120' MINIMUM.
5. ALL LOTS SHALL BE 30' X 120' MINIMUM.
6. ALL LOTS SHALL BE 30' X 120' MINIMUM.
7. ALL LOTS SHALL BE 30' X 120' MINIMUM.
8. OWNER MAINTENANCE OF EASEMENTS WITHIN THE LOTS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. THE PROFESSIONAL ENGINEER OF RECORD SHALL VERIFY AS TO THE FORM, LINE AND POSITION OF ALL PUBLIC AND PRIVATE ROADSWAYS AND DRAINAGE STRUCTURES BEFORE THE RELEASE OF ASSURANCES.
9. ALL LOTS SHALL BE 30' X 120' MINIMUM.
10. ALL LOTS SHALL BE 30' X 120' MINIMUM.
11. ALL LOTS SHALL BE 30' X 120' MINIMUM.
12. ALL LOTS SHALL BE 30' X 120' MINIMUM.
13. ALL LOTS SHALL BE 30' X 120' MINIMUM.
14. ALL LOTS SHALL BE 30' X 120' MINIMUM.
15. ALL LOTS SHALL BE 30' X 120' MINIMUM.
16. ALL LOTS SHALL BE 30' X 120' MINIMUM.
17. ALL LOTS SHALL BE 30' X 120' MINIMUM.
18. ALL LOTS SHALL BE 30' X 120' MINIMUM.
19. ALL LOTS SHALL BE 30' X 120' MINIMUM.
20. ALL LOTS SHALL BE 30' X 120' MINIMUM.
21. ALL LOTS SHALL BE 30' X 120' MINIMUM.
22. ALL LOTS SHALL BE 30' X 120' MINIMUM.

**LEGEND**



**RECORDING DATA**

STATE OF ARIZONA )  
COUNTY OF PIMA )  
DATE OF THIS INSTRUMENT: APRIL 11, 2022  
RECORDED BY: \_\_\_\_\_  
SUBDIVISION NO.: \_\_\_\_\_

**ADMINISTRATIVE ADDRESS**

DEPT FOR PIMA COUNTY RECORDER  
100 WEST YAVON SPRING  
TULSON, ARIZONA 85704

**ENGINEER**  
TERRY J. SULLIVAN, P.E.  
1444 E. BROADWAY BLVD.  
TULSON, AZ 85711  
OFFICE: (520) 545-1111  
CELL: (520) 833-1140

**DEVELOPER**  
DANIEL WILKINSON  
PARRISH HOMES  
3537 W. WINDY HILLS  
TULSON, AZ 85711

**OWNER**  
TITLE SERVICES ASSOCIATES LLC  
176 SCOTTSS  
6030 E. MADISON AVENUE, SUITE 100  
TULSON, AZ 85715

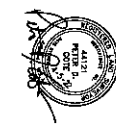
**BASIS OF BEARING**

THE BASIS OF BEARING FOR THIS PROJECT IS THE WEST LINE OF THE NW QUARTER OF SECTION 13-T-14-S-1-R-15-E AS SHOWN ON THE RESULTS OF SURVEY DRAWING RECORDED IN BOOK 76 PAGES 2 AND BEARING BEING S 00° 27' 35" W.

**CERTIFICATION**

I HEREBY CERTIFY THAT THIS PLAN REPRESENTS A SURVEY MADE BY ME OR UNDER MY SUPERVISION AND THAT ALL BOUNDARY MONUMENTS INDICATED HEREON ACCURATELY SHOW THE LOCATION, SIZE AND MATERIAL AND CONNECTIONS SHOWN.

REFERRED CODE: R.L.S. No. 4421



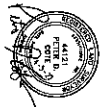
**SHEET INDEX**

SHEET 1	COVER SHEET
SHEET 2	PLAN SHEET
SHEET 3	PLAN SHEET
SHEET 4	PLAN SHEET
SHEET 5	PLAN SHEET
SHEET 6	PLAN SHEET
SHEET 7	PLAN SHEET
SHEET 8	PLAN SHEET
SHEET 9	PLAN SHEET

**The WILB Group**  
Engineering, Planning, & Surveying  
11111 N. COUNTRY CLUB DRIVE  
DOWNEY, CA 91746  
(951) 861-1900

**WILB GROUP**  
ENGINEERING, PLANNING, & SURVEYING  
11111 N. COUNTRY CLUB DRIVE  
DOWNEY, CA 91746  
(951) 861-1900

**The WB Group**  
**WILB**  
 Professional Land Surveyors  
 4444 East Broadway, Suite 100  
 Mesa, Arizona 85201 (520) 881-7100



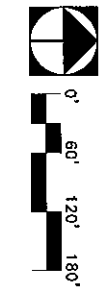
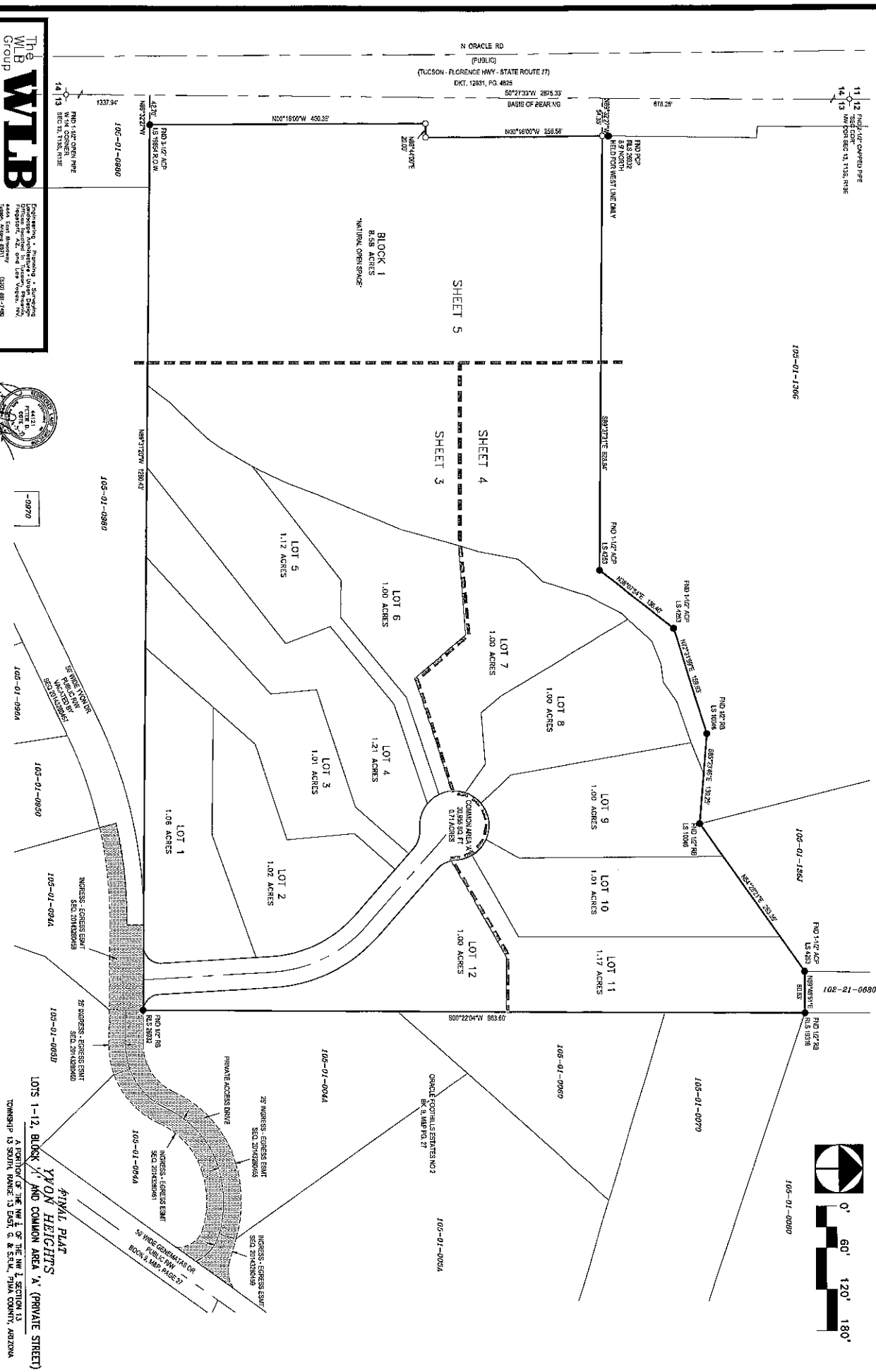
10970

WLS No. 120024-A-001 REF: P21P00004  
 P22P00005

APRIL 2022 SCALE: AS SHOWN SHEET 2 OF 6

SEQ. #:

**FINAL PLAT**  
**YONK HEIGHTS**  
 LOTS 1-12, BLOCK 'A' AND COMMON AREA 'A' (PRIVATE STREET)  
 A PORTION OF THE NW 1/4 OF THE NW 1/4 SECTION 13  
 TOWNSHIP 13 SOUTH, RANGE 13 EAST, S. & S.W.4, PIMA COUNTY, ARIZONA

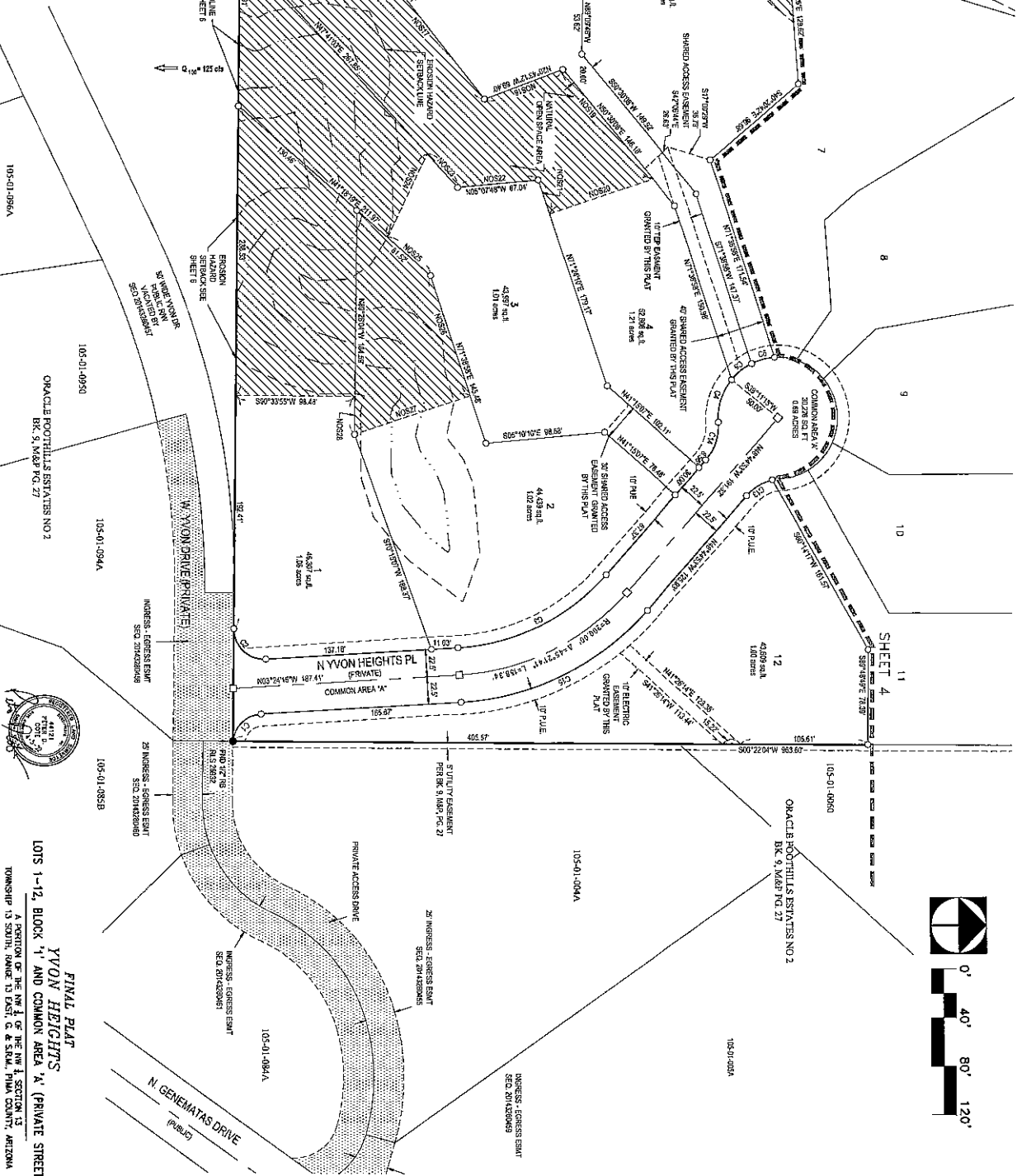


SFO. #:



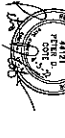
Engineers, Architects, Surveyors  
 Planners, Appraisers, Environmental Scientists  
 4444 East Broadway  
 Tucson, Arizona 85711 (520) 881-7400

105-01-0980  
 105-01-0966  
 105-01-0990  
 105-01-0944  
 105-01-0994  
 105-01-0958B  
 105-01-0944A  
 105-01-0958A  
 105-01-0944A  
 105-01-0958A



105-01-0958B  
 105-01-0944A  
 105-01-0958A  
 105-01-0944A  
 105-01-0958A

ORACLE POOTHILLS ESTIMATES NO 2  
 BK 9, M&P PG 27



P227P00005  
 REF: P217P00004  
 W&E No. 120024-A-001  
 APRIL, 2022 SCALE: AS SHOWN SHEET 3 OF 6

SEQ. #: \_\_\_\_\_

SFO. #: \_\_\_\_\_

**The WILB Group**

Engineering • Planning • Surveying  
 4444 East Broadway  
 Tucson, Arizona 85711 (520) 881-7400



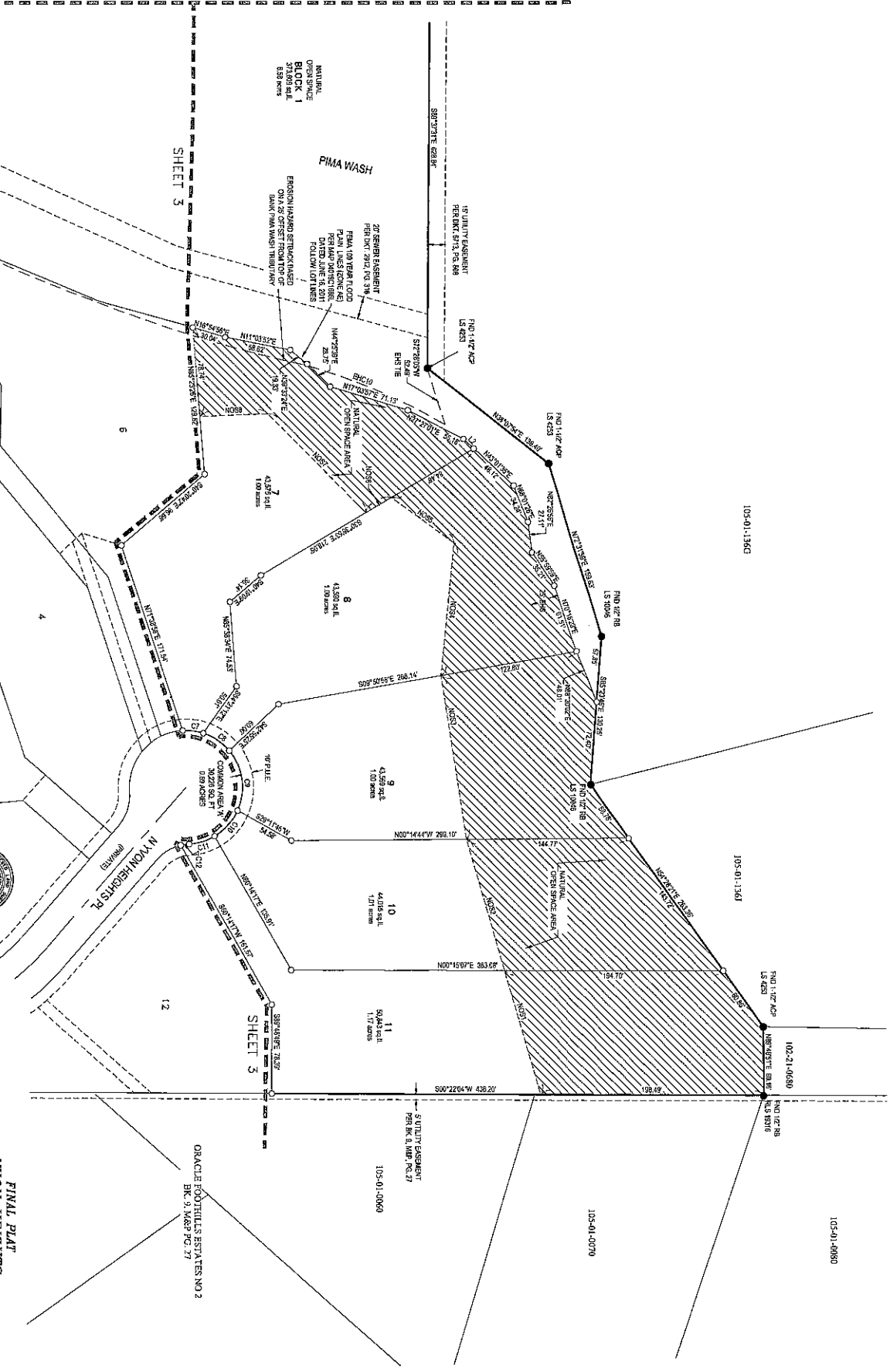
0' 40' 80' 120'



WLB No. 12002-A-001  
 P22FP00005  
 REF: P21FP00004

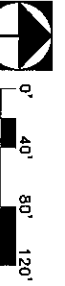
**FINAL PLAT**  
**TYON HEIGHTS**  
 LOTS 1-12, BLOCK 1, AND COMMON AREA A' (PRIVATE STREET)  
 A PORTION OF THE NW 1/4 OF THE NW 1/4 SECTION 13  
 TOWNSHIP 13 SOUTH, RANGE 13 EAST, 2 & 3RDM, PIMA COUNTY, ARIZONA  
 APRIL, 2022 SCALE AS SHOWN SHEET 4 OF 6

SHEET 5

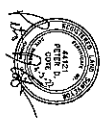


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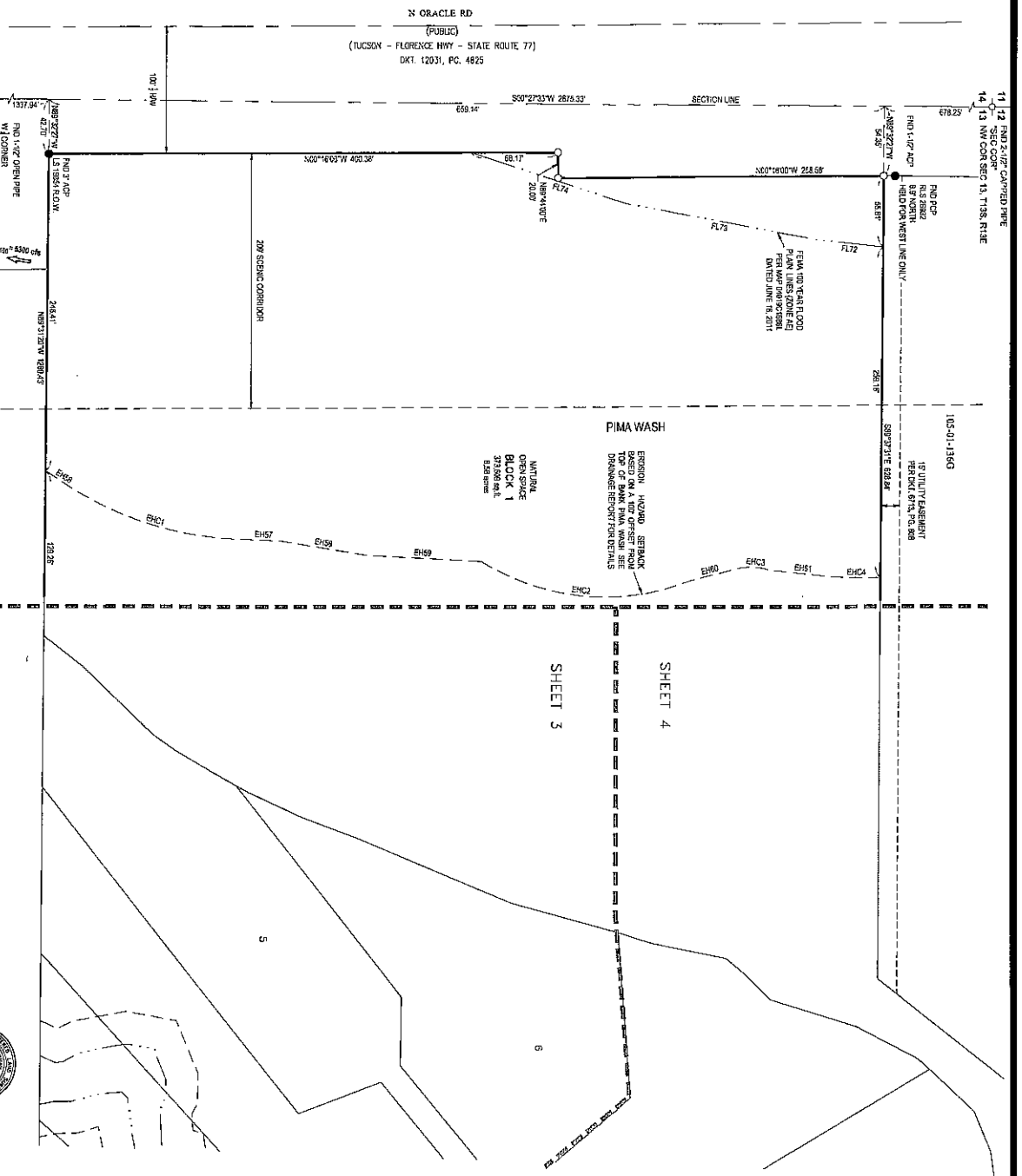
105-01-0680



WLB No. 12002-A-001 REF: P217P00004

P217P00005 SHEET 5 OF 6

**PINAL PLAT**  
**YVON HEIGHTS**  
 LOTS 1-12, BLOCK 1 AND COMMON AREA 'A' (PRIVATE STREET)  
 A PORTION OF THE NW 1/4 OF THE NW 1/4 SECTION 13  
 TOWNSHIP 13 SOUTH RANGE 13 EAST C. & S.W.M. PINAL COUNTY, ARIZONA  
 APRIL, 2022 SCALE: AS SHOWN



LINE #	LENGTH	BEARING
M001	200.00'	N17°14'27"E
M002	220.00'	S70°04'17"W
M003	146.89'	S81°10'00"W
M004	117.02'	N84°20'20"W
M005	89.25'	S55°39'00"W
M006	248.02'	S27°35'35"E
M007	122.65'	S45°13'00"W
M008	60.21'	S2°39'37"E
M009	99.99'	S33°46'15"W
M010	188.67'	S71°16'44"W
M011	240.59'	S17°53'18"W
M012	50.95'	S8°40'42"W
M013	163.72'	S49°17'10"W
M014	138.34'	S89°08'30"E
M015	111.46'	N61°14'42"E
M016	51.84'	N87°33'35"E
M017	128.27'	N61°43'55"E
M018	89.40'	N27°31'27"W
M019	148.16'	N67°30'36"E
M020	81.27'	S18°30'00"E
M021	119.17'	N17°24'07"E
M022	269.65'	N47°14'10"E
M023	78.27'	S64°13'30"E
M024	211.97'	N41°19'19"E
M025	148.48'	N17°33'39"E
M026	101.92'	S18°21'30"E
M027	194.59'	N89°28'42"W

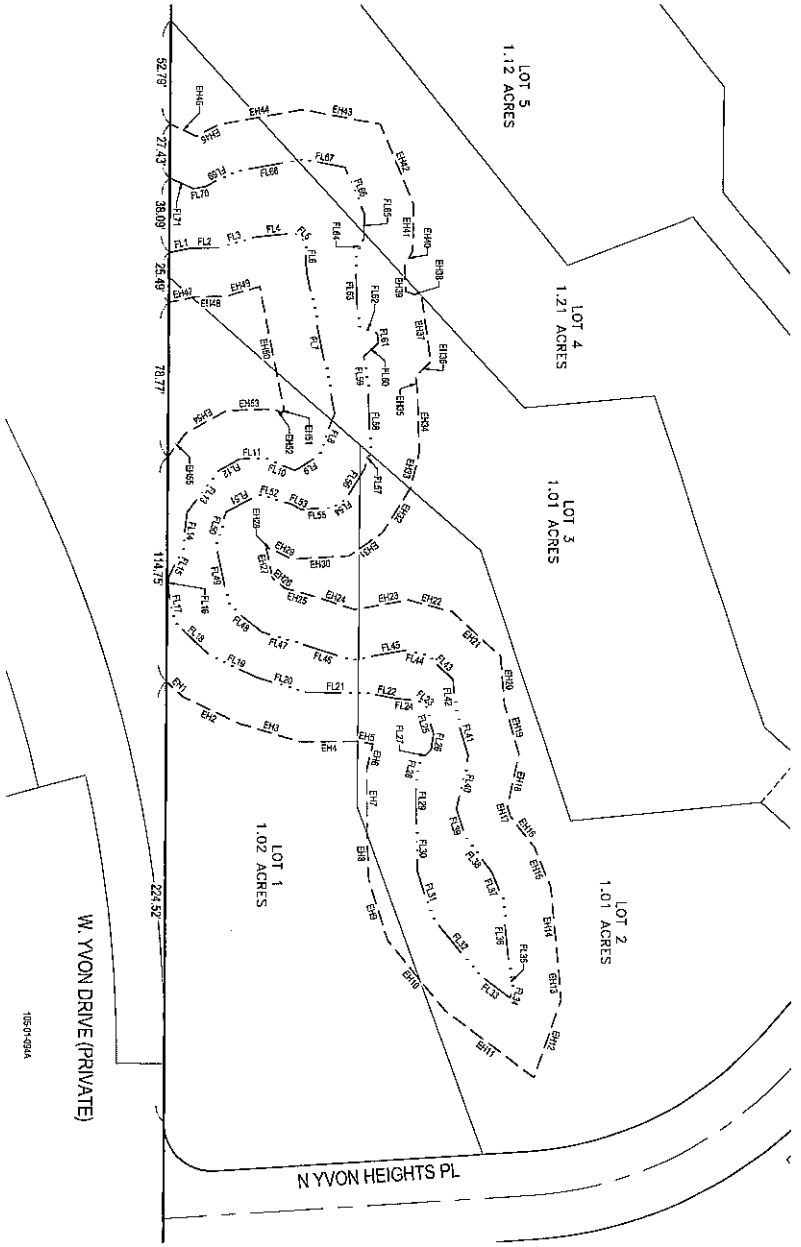
CURVE	DELTA	BEARINGS	CHORD BEARING
C1	81°34'47"	24.72'	S47°40'22"E
C2	81°34'47"	25.07'	N40°32'44"E
C3	45°21'14"	171.59'	N09°04'00"W
C4	45°20'58"	171.00'	S72°28'18"E
C5	84°35'10"	60.07'	S58°39'40"E
C6	23°07'22"	50.02'	S14°19'34"E
C7	21°10'46"	49.02'	S78°01'07"W
C8	32°04'06"	50.02'	S59°37'27"W
C9	64°40'20"	50.02'	S88°16'41"W
C10	85°23'46"	50.02'	N48°08'25"W
C11	27°18'59"	50.02'	N18°07'12"W
C12	10°22'20"	41.87'	S8°19'32"E
C13	58°13'41"	41.87'	S17°08'10"E
C14	48°37'11"	41.87'	N73°32'23"W
C15	45°21'14"	222.59'	N25°04'22"W

LINE	BEARINGS	DISTANCE
L2	N42°14'49"E	12.42'

SEQ. #:

The  
**WILB**  
Group

Engineering, Planning, Surveying  
Professional Corporation in Tucson, Arizona  
4444 East Broadway  
Tucson, Arizona 85711  
(520) 881-7486



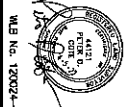
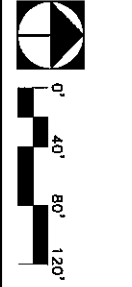
100 Year Flood Line Table	
Line	Description
F1.1	11.82' N117°13'10"W
F1.2	13.11' N117°13'10"W
F1.3	18.65' N105°25'29"W
F1.4	20.82' N105°25'29"W
F1.5	7.34' N107°59'25"W
F1.6	14.22' N107°22'22"W
F1.7	74.05' N107°59'25"W
F1.8	22.42' S107°59'25"W
F1.9	14.82' S107°45'02"W
F1.10	46.85' S117°10'10"W
F1.11	12.10' S117°27'22"W
F1.12	22.46' S105°25'29"W
F1.13	23.11' S107°45'02"W
F1.14	19.27' S107°27'22"W
F1.15	5.88' S107°45'02"W
F1.16	16.05' S107°45'02"W
F1.17	17.16' N117°10'12"E
F1.18	23.11' N107°27'22"W
F1.19	26.16' N107°27'22"W
F1.20	26.16' N107°27'22"W
F1.21	22.27' N107°27'22"W
F1.22	16.52' N107°27'22"W
F1.23	11.82' N107°27'22"W
F1.24	11.82' N107°27'22"W
F1.25	14.22' N107°27'22"W
F1.26	17.17' S107°27'22"W
F1.27	17.17' S107°27'22"W
F1.28	14.22' S107°27'22"W
F1.29	22.27' S107°27'22"W
F1.30	22.27' S107°27'22"W
F1.31	22.27' S107°27'22"W
F1.32	31.74' N107°27'22"W
F1.33	18.81' N107°27'22"W
F1.34	3.62' N107°27'22"W
F1.35	11.12' S107°45'02"W
F1.36	37.81' S107°45'02"W
F1.37	14.81' S107°45'02"W
F1.38	21.00' S107°45'02"W
F1.39	16.41' S107°45'02"W
F1.40	27.15' N107°27'22"W

100 Year Flood Line Table	
Line	Description
F1.41	22.42' S107°45'02"W
F1.42	17.46' S107°45'02"W
F1.43	17.69' S107°45'02"W
F1.44	11.28' S107°27'22"W
F1.45	24.28' S107°45'02"W
F1.46	22.27' S107°27'22"W
F1.47	19.27' S107°27'22"W
F1.48	19.27' S107°27'22"W
F1.49	21.17' S107°27'22"W
F1.50	22.27' S107°27'22"W
F1.51	17.20' N107°45'02"W
F1.52	18.21' N107°45'02"W
F1.53	15.81' N105°25'29"W
F1.54	15.81' N105°25'29"W
F1.55	10.10' N117°10'10"W
F1.56	4.80' S107°27'22"W
F1.57	10.36' S107°45'02"W
F1.58	10.36' S107°45'02"W
F1.59	10.82' N107°45'02"W
F1.60	10.82' N107°45'02"W
F1.61	12.54' N107°27'22"W
F1.62	22.27' S107°27'22"W
F1.63	26.44' S107°27'22"W
F1.64	17.22' S107°45'02"W
F1.65	17.22' S107°45'02"W
F1.66	17.22' S107°45'02"W
F1.67	17.22' S107°45'02"W
F1.68	17.22' S107°45'02"W
F1.69	17.22' S107°45'02"W
F1.70	17.22' S107°45'02"W
F1.71	17.22' S107°45'02"W
F1.72	17.22' S107°45'02"W
F1.73	17.22' S107°45'02"W
F1.74	17.22' S107°45'02"W
F1.75	17.22' S107°45'02"W
F1.76	17.22' S107°45'02"W
F1.77	17.22' S107°45'02"W
F1.78	17.22' S107°45'02"W
F1.79	17.22' S107°45'02"W
F1.80	17.22' S107°45'02"W
F1.81	17.22' S107°45'02"W
F1.82	17.22' S107°45'02"W
F1.83	17.22' S107°45'02"W
F1.84	17.22' S107°45'02"W
F1.85	17.22' S107°45'02"W
F1.86	17.22' S107°45'02"W
F1.87	17.22' S107°45'02"W
F1.88	17.22' S107°45'02"W
F1.89	17.22' S107°45'02"W
F1.90	17.22' S107°45'02"W
F1.91	17.22' S107°45'02"W
F1.92	17.22' S107°45'02"W
F1.93	17.22' S107°45'02"W
F1.94	17.22' S107°45'02"W
F1.95	17.22' S107°45'02"W
F1.96	17.22' S107°45'02"W
F1.97	17.22' S107°45'02"W
F1.98	17.22' S107°45'02"W
F1.99	17.22' S107°45'02"W
F1.100	17.22' S107°45'02"W

Easement Hazard Subplot Line Table	
Line	Description
E1.1	12.12' N107°27'22"W
E1.2	17.16' N107°27'22"W
E1.3	22.27' N107°27'22"W
E1.4	20.02' N107°27'22"W
E1.5	7.46' N107°59'25"W
E1.6	13.11' S107°27'22"W
E1.7	30.05' S107°27'22"W
E1.8	22.42' S107°27'22"W
E1.9	22.42' S107°27'22"W
E1.10	42.26' S107°27'22"W
E1.11	57.20' S107°27'22"W
E1.12	41.26' N107°27'22"W
E1.13	17.20' S107°45'02"W
E1.14	42.26' S107°27'22"W
E1.15	21.00' S107°45'02"W
E1.16	20.02' S107°27'22"W
E1.17	5.22' S107°27'22"W
E1.18	22.46' S107°27'22"W
E1.19	26.16' S107°27'22"W
E1.20	26.16' S107°27'22"W
E1.21	22.27' S107°27'22"W
E1.22	16.52' S107°27'22"W
E1.23	11.82' S107°27'22"W
E1.24	11.82' S107°27'22"W
E1.25	14.22' S107°27'22"W
E1.26	17.17' S107°27'22"W
E1.27	17.17' S107°27'22"W
E1.28	14.22' S107°27'22"W
E1.29	22.27' S107°27'22"W
E1.30	22.27' S107°27'22"W
E1.31	22.27' S107°27'22"W
E1.32	31.74' N107°27'22"W
E1.33	18.81' N107°27'22"W
E1.34	3.62' N107°27'22"W
E1.35	11.12' S107°45'02"W
E1.36	37.81' S107°45'02"W
E1.37	14.81' S107°45'02"W
E1.38	21.00' S107°45'02"W
E1.39	16.41' S107°45'02"W
E1.40	27.15' N107°27'22"W
E1.41	27.15' N107°27'22"W
E1.42	27.15' N107°27'22"W
E1.43	27.15' N107°27'22"W
E1.44	27.15' N107°27'22"W
E1.45	27.15' N107°27'22"W
E1.46	27.15' N107°27'22"W
E1.47	27.15' N107°27'22"W
E1.48	27.15' N107°27'22"W
E1.49	27.15' N107°27'22"W
E1.50	27.15' N107°27'22"W
E1.51	27.15' N107°27'22"W
E1.52	27.15' N107°27'22"W
E1.53	27.15' N107°27'22"W
E1.54	27.15' N107°27'22"W
E1.55	27.15' N107°27'22"W
E1.56	27.15' N107°27'22"W
E1.57	27.15' N107°27'22"W
E1.58	27.15' N107°27'22"W
E1.59	27.15' N107°27'22"W
E1.60	27.15' N107°27'22"W
E1.61	27.15' N107°27'22"W
E1.62	27.15' N107°27'22"W
E1.63	27.15' N107°27'22"W
E1.64	27.15' N107°27'22"W
E1.65	27.15' N107°27'22"W
E1.66	27.15' N107°27'22"W
E1.67	27.15' N107°27'22"W
E1.68	27.15' N107°27'22"W
E1.69	27.15' N107°27'22"W
E1.70	27.15' N107°27'22"W
E1.71	27.15' N107°27'22"W
E1.72	27.15' N107°27'22"W
E1.73	27.15' N107°27'22"W
E1.74	27.15' N107°27'22"W
E1.75	27.15' N107°27'22"W
E1.76	27.15' N107°27'22"W
E1.77	27.15' N107°27'22"W
E1.78	27.15' N107°27'22"W
E1.79	27.15' N107°27'22"W
E1.80	27.15' N107°27'22"W
E1.81	27.15' N107°27'22"W
E1.82	27.15' N107°27'22"W
E1.83	27.15' N107°27'22"W
E1.84	27.15' N107°27'22"W
E1.85	27.15' N107°27'22"W
E1.86	27.15' N107°27'22"W
E1.87	27.15' N107°27'22"W
E1.88	27.15' N107°27'22"W
E1.89	27.15' N107°27'22"W
E1.90	27.15' N107°27'22"W
E1.91	27.15' N107°27'22"W
E1.92	27.15' N107°27'22"W
E1.93	27.15' N107°27'22"W
E1.94	27.15' N107°27'22"W
E1.95	27.15' N107°27'22"W
E1.96	27.15' N107°27'22"W
E1.97	27.15' N107°27'22"W
E1.98	27.15' N107°27'22"W
E1.99	27.15' N107°27'22"W
E1.100	27.15' N107°27'22"W

**FINAL PLAT**  
**YVON HEIGHTS**  
A PORTION OF THE NW 1/4 OF SECTION 13  
TOWNSHIP 13 SOUTH, RANGE 13 EAST, G. & SERIAL, PIMA COUNTY, ARIZONA

APRIL, 2022 SCALE AS SHOWN SHEET 6 OF 6



WLB No. 120024-A-001

SEQ. #:

**ASSURANCE AGREEMENT FOR CONSTRUCTION OF  
SUBDIVISION IMPROVEMENTS (Third Party Trust)  
P22FP00005**

THIS AGREEMENT is made and entered into by and between Double D Development, LLC, an Arizona limited liability company, or successors in interest ("Subdivider"), Title Security Agency, LLC, a Delaware limited liability company ("Trustee"), as trustee under Trust No. 202065-S; and Pima County, Arizona ("County").

**1. RECITALS**

1.1. Subdivider is the beneficiary and Trustee is the trustee of a trust which owns land ("the Land") located in Pima County, Arizona and described in paragraph 2.1 of this agreement.

1.2. County, Subdivider and Trustee wish to establish specific terms, conditions, and guidelines relating to the subdivision of the Land and construction of related improvements to comply with A.R.S. § 11-821.

**2. AGREEMENT**

Based on the foregoing recitals, which are incorporated here as the intent of the parties, and in consideration of County's approval of a final plat for the Land, County, Subdivider and Trustee agree as follows:

2.1. *Property Description.* The Land is all of the real property which is the subject of the subdivision plat ("the Subdivision Plat") identified as YVON HEIGHTS Lots 1-12, Block "A" and Common Area "A" (Private Street) recorded in Sequence number \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the Office of the Pima County Recorder.

2.2. *Construction of Subdivision Improvements.* As a condition of subdivision approval, Subdivider hereby agrees to construct all subdivision improvements ("the Subdivision Improvements") contemplated by the Subdivision Plat, rezoning conditions, and any associated site construction permits, including but not limited to onsite and offsite streets, sanitary sewers (if necessary), water and electric utilities, drainage and flood control improvements, parks, trails or other recreational facilities, other required infrastructure, and riparian habitat mitigation or payment of the riparian habitat mitigation in-lieu fee.

2.3. *Existing Utilities.* Any relocation or modification of existing utilities or public improvements required in order to construct the Subdivision Improvements shall be done at no expense to the public. Subdividers performance of this requirement shall be considered in determining whether to release assurances under paragraphs 2.5 and 2.6.



2.4. *Assurance of Construction.* This agreement is submitted as an assurance that Subdivider will construct the Subdivision Improvements, as required by A.R.S. § 11-821 and Pima County Zoning Code Chapter 18.69.

2.5. *Limitation on Transfer of Title.* Trustee shall not convey title to any of the Land without obtaining prior written approval from County in the form of a Release of Assurance. A Release of Assurance shall not be provided by County until the Subdivision Improvements are completed in accordance with paragraph 2.12.

2.6. *Partial Release of Assurances.* County shall issue a Release of Assurance for some of the lots depicted on the Subdivision Plat if all of the following have occurred:

A. All of the Subdivision Improvements required in connection with the released lots have been completed in accordance with paragraph 2.12, and

B. County finds that the released lots and the Subdivision Improvements required in connection with them can be used and maintained separately from the Subdivision Improvements not yet completed in accordance with paragraph 2.12, and

C. Recreation area in-lieu fee, if applicable, has been paid to the county for the entire subdivision, prior to a release of greater than 75% of total subdivision lots.

2.7. *Deposit Receipt Agreements.* Notwithstanding paragraph 2.5, Trustee may enter into a deposit receipt agreement for the sale of the Land or any portion of it if the agreement clearly states that no portion of the Land shall be conveyed until Subdivider performs its obligations under this agreement.

2.8. *Bulk Sales.* Notwithstanding paragraph 2.5, Trustee may sell and convey all of the Land in one transaction to a single purchaser who has entered into a satisfactory assurance agreement with County, assuring completion of the Subdivision Improvements.

2.9. *Conveyance Out of Trust for the Purpose of Encumbrance.* Notwithstanding paragraph 2.5, Trustee may convey all or part of the Land to the Subdivider for the sole purpose of encumbering the Land by the recording of mortgages or deeds of trust, provided that the Land is thereafter immediately reconveyed into the trust.

2.10. *Real Property Taxes.* All real property taxes on the Land shall be paid before the taxes are delinquent as defined by A.R.S. 42-18052(B). If the real property taxes on the Land, including any lot or portion of common area, become delinquent, this agreement will be in default.

2.11. *Substitution of Assurances.* Subdivider may submit substitute assurances in a form and amount acceptable to County at any time during which this agreement is not in default.

2.12. *Completion of the Subdivision Improvements.* The Subdivision Improvements shall be completed by Subdivider not more than four years after the date of this agreement. The Subdivision Improvements shall not be considered completed until after they have been constructed in accordance with the Subdivision Plat, rezoning conditions, associated site construction permits, and after County has inspected them and finds them to be in compliance with the plans.

2.13. *Acceptance of the Subdivision Improvements.* County shall not accept maintenance responsibility for any of the Subdivision Improvements unless and until all of the following have occurred:

A. They have been completed in accordance with paragraph 2.12.

B. They have been dedicated to County by the Subdivision Plat or by some other instrument of record.

C. The dedication has been accepted by the Pima County Board of Supervisors as evidenced by approval of the dedication on the Subdivision Plat or by some other formal action.

2.14. *Default, Non-Compliance; County's Options.* This agreement is in default if either the Subdivider or Trustee fails to comply with obligations under this agreement. If this agreement is in default, the County may exercise any or all options below at its sole discretion:

A. The County may re-plat all or a portion of the Land for the purpose of returning the portions of Land which are the subject of the re-plat to approximately the same boundary configurations of record which existed before the recording of the Subdivision Plat. The Subdivider authorizes the County to execute, on behalf of Subdivider, the re-plat described in this section. The re-plat may exclude any dedications to the public which were made on the Subdivision Plat which are necessary to serve either portions of the Land which are not re-platted, or to serve the public. Subdivider shall pay the reasonable costs incurred in re-platting. Notice of default and intent to re-plat will be sent to the last known address of Subdivider and Trustee by certified mail not less than thirty days before County exercises its option to re-plat under this paragraph.

B. If site conditions change after the Subdivider fails to comply with this agreement, the County may require that Subdivider submit evidence that the Tentative and Final Plat comply with current regulations, under current site conditions. If the County determines that the Tentative Plat or Final Plat does not comply, Subdivider shall submit revisions to the plat, to the County with applicable fees. If the revisions are approved by the Board of Supervisors, the date specified in Section 2.12 of this agreement may be extended by up to four years from the approval date. This subsection is not applicable to Block Plats for master planned communities.

C. The County may withhold the issuance of permits for building regulated by Title 15 of the Pima County Code or work regulated by Title 18 of the Pima County Code.

2.15. *Incorporation and Annexation.* If the Land is incorporated as or annexed by a city or town, the city or town shall automatically succeed to all benefits and duties of County under this agreement.

2.16. *Termination.* This agreement shall remain in full force and effect until one of the following has occurred:

A. The Subdivision Improvements have been completed and approved by County in accordance with paragraph 2.11 and a Release of Assurances with respect to all the Land has been recorded in the Office of the Pima County Recorder in accordance with paragraph 2.5; or

B. A new subdivision plat has been recorded for the Land in compliance with any and all applicable laws and regulations; or

C. A substitute assurance agreement has been executed by and between Subdivider and County in accordance with paragraph 2.11.

2.17. *Effective Date.* This Agreement is effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, which is the date of approval of this agreement by the Pima County Board of Supervisors.

PIMA COUNTY, ARIZONA

SUBDIVIDER: Double D Development, LLC, an Arizona limited liability company

\_\_\_\_\_  
Chair, Board of Supervisors

By: [Signature]  
David J. Williamson

Its:  
Manager \_\_\_\_\_

ATTEST:

TRUSTEE: Title Security Agency, LLC, a Delaware limited liability company, as Trustee under Trust No. 202065-S, and not in its corporate capacity

\_\_\_\_\_  
Clerk of the Board

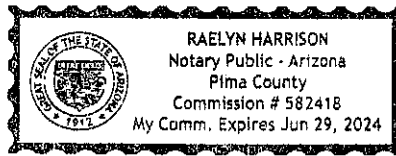
By: [Signature]  
Its: Trust Officer \_\_\_\_\_

STATE OF ARIZONA )  
County of Pima )

The foregoing instrument was acknowledged before me this 9 day of Dec, 2021, by David J. Williamson, as Manager of Double D Development, LLC, ("**Subdivider**"), an Arizona limited liability company, on behalf of the company.

[Signature]  
Notary Public

My Commission Expires: 6/29/24



STATE OF ARIZONA )  
County of Pima )

The foregoing instrument was acknowledged before me this 14th day of December, 2021, by [Signature], Trust Officer of Title Security Agency, LLC, ("**Trustee**"), a Delaware limited liability company, on behalf of the company, as trustee under trust number 202065-S.

[Signature]  
Notary Public

My Commission Expires: 07/11/2023

